

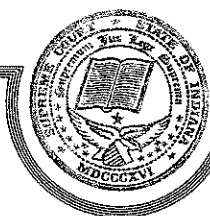
SUPREME COURT

DIVISION OF STATE COURT ADMINISTRATION

LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR



OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

February 3, 2015

Mr. Brian Hays
Innovative Enterprises Inc.
11824 Fishing Point Drive
Suite B
Newport News, VA 23606

Re: Bulk Data Request

Dear Mr. Hays

Your request, on behalf of Innovative Enterprises Inc., to obtain bulk distribution of non-confidential court records from all Indiana trial courts has been approved by the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter and the executed Combined User Agreement for Bulk Distribution of Data or Compiled Information, Form TCM-AR9(F)-1.

As explained in the User Agreement, the execution of the agreement and approval by the Division do not create any mandatory obligation on the part of any court or clerk to provide bulk distribution of court records or compiled information. You will need to contact the clerk from all counties not using the Odyssey system to seek distribution of this data. Except as explained in the following two paragraphs, it is up to each court to determine whether or not to provide bulk distribution of its records.

Indiana Administrative Rule 9(F)(2) places authority in the Indiana Supreme Court with respect to records from multiple courts such as those maintained in the Odyssey data repository. By Order dated September 13, 2011, *In the Matter of Bulk Distribution of and Remote Access to Court Records in Electronic Form*, Case No. 94S00-1109-MS-552, the Indiana Supreme Court authorizes bulk distribution of Odyssey records that are not excluded from public access by Administrative Rule 9(G) or (H), and authorizes the Division to review written requests for bulk distribution of Odyssey records and, if appropriate, approve such requests.

You are approved to receive bulk distribution of Odyssey records and the Division will provide bulk distribution of such records to you, subject to the following additional conditions: (1) You must make arrangements for payment for the records in accordance with Administrative Rule 9 and the Supreme Court's Order of September 13, 2011; (2) Your approval is subject to the

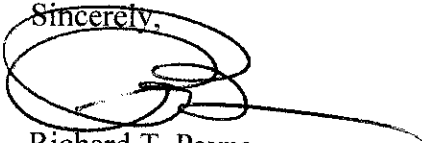
executed User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, and (3) You are prohibited from providing bulk distribution of Odyssey records to any third party.

A distribution receipt form that must be completed and returned to this office within thirty (30) days of receiving bulk distribution or compiled information from court records from courts that do not use Odyssey.

An executed copy of your user agreement, Form TCM-AR9(F)-1, is enclosed. The agreement will expire on January 31, 2016. Please contact the Division's Court Technology Staff at 317.232.2542 in order to proceed with receipt of your data. A copy of their Order Form is attached for your use.

If you have any questions, please contact me at richard.payne@courts.IN.gov or (317) 234-5398.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard T. Payne", is written over the word "Sincerely,". The signature is stylized with loops and a long horizontal stroke extending to the right.

Richard T. Payne
Staff Attorney
Trial Court Management

Enclosures: User Agreement, Form TCM-AR(F)-1
 Odyssey & Tax Warrant Bulk Data Order Form
 Distribution Receipt for Bulk Data or Compiled Information



Indiana Supreme Court Division of State Court Administration

NOTIFICATION OF RECEIPT OF EXECUTED USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION UNDER ADMINISTRATIVE RULE 9

TO: Court Technology
FROM: Richard T. Payne, Staff Attorney, Trial Court Management
DATE: February 3, 2015

Notice of Bulk Data or Compiled Information Request User Agreement Receipt

STAD and/or the Indiana Supreme Court has approved a Request for Bulk Data or Compiled Information from Innovative Enterprises Inc. The requested distribution involves data or information within the Odyssey Data Repository as follows:

Compiled Information, Extract beginning with 2007 of felony, misdemeanor and traffic case files from all Indiana courts as of January 21, 2014 and ongoing weekly or monthly extracts thereafter with regard to defendant name, date of birth, address, physical description, case number, agency, charges, severity grading, offense date, filing date, disposition date, disposition, sentence imposed plus any other data regularly provided to commercial requesters.

Innovative Enterprises Inc. has been instructed to contact Court Technology in order to move forward. A copy of the executed User Agreement is attached.



Indiana Supreme Court Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The parties to this agreement are the Indiana Supreme Court through its Division of State Court Administration ("Division") and Innovative Enterprises, Inc. ("Requesting Party")

Recitals

Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for Bulk Distribution of Data or Compiled Information by Indiana Courts.

The Division reviews each request for Bulk Distribution to insure the request is consistent with the purposes of Administrative Rule 9 ("Rule 9"), resources are available to prepare the information and each request is an appropriate use of public resources.

The Division owns the software license and the rights and ownership to the Odyssey case management system for Indiana courts and clerks.

The Indiana Supreme Court has authorized the Division to release Odyssey records in bulk in an Order dated September 13, 2011, Case No. 94S00-1109-MS-552.

The Requesting Party has sought a Bulk Distribution of Data or Compiled Information for its own use which has been approved by the Division.

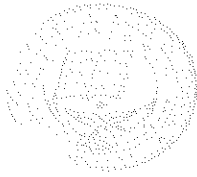
The Requesting Party is willing to comply with restrictions on usage of the Data and Compiled Information.

Requested data contained in the Odyssey case management system will be provided by the Division. If all or some of the requested data is not contained in the Odyssey case management system, the Requesting Party is not automatically entitled to the distribution of such Data or Compiled Information of a court simply by the approval of this user agreement by the Division. Provision of Data or Compiled Information that is not contained in the Odyssey case management system must be determined by each court or clerk based upon a determination that the information sought is consistent with the purposes of Administrative Rule 9, that resources are available to prepare the information and that fulfilling the request is an appropriate use of public resources.

The Requesting Party may be required to pay the fair market value of the information requested as determined by the Division or a Court providing the information.

The Bulk Distribution is limited to court records even if the Requesting Party is seeking other information that is governed by other agencies' policies.

In order to establish the respective functions and responsibilities of the Parties pertaining to the dissemination and use of Indiana court information under the provisions of



**Indiana Supreme Court
Division of State Court Administration**

**DISTRIBUTION RECEIPT FORM FOR BULK DISTRIBUTION OF DATA OR
COMPILED INFORMATION**

This form is to be filed with the Division of State Court Administration within thirty (30) days of receipt of bulk distribution of court records.

Identity of Requestor:

Address:

Telephone:

E-Mail:

Bulk Data Requested (i.e. docket information, court records, record of judgments and orders):

Date Received (if the distribution shall be continuous, indicate the first date the data was distributed):

Format of distributed data (i.e. electronic feed, paper copies, et cetera):

Expenses related to receipt of data distribution (indicate the amount paid for distribution of data):

____ total ____ monthly ____ annual

Comments:

Administrative Rule 9 of the Indiana Rules of Court ("Rule 9"), the parties now, therefore, agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings as set forth in Rule 9, section C: Administrative Record, Bulk Distribution, Case Record, Clerk of Court, Compiled Information, Court, Court Record and Public Access. The following terms shall be defined as stated:

A. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.

B. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.

C. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.

D. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

2. Records Approved for Distribution as Bulk Data or Compiled Information.

A. Court Records Sought and Approved.

1. List of Courts:

a. Odyssey Courts: All

b. Non-Odyssey Courts: All

2. List of Records: Compiled Information, Extract beginning with 2007 of felony, misdemeanor and traffic case files from all Indiana courts as of January 21, 2014 and ongoing weekly or monthly extracts thereafter with regard to defendant name, date of birth, address, physical description, case number, agency, charges, severity grading, offense date, filing date, disposition date, disposition, sentence imposed plus any other data regularly provided to commercial requesters.

B. Court Records Maintained in the Odyssey data repository.

1. The Division will provide the Requesting Party the initial data extract of the approved records pursuant to the authorization order of the Indiana Supreme Court of September 13, 2011, Case Number 94S00-1109-MS-552. When the approved request requires more than a single extract of data, the Division will provide a monthly data extract thereafter on or before the tenth day of each month of the term of the approval.

2. The Division will provide the Requesting Party with an invoice for each extract if the Court or Division has determined that the Requesting Party shall pay the fair market value of the extracted data. All payments shall be made by check and payable to Division of State Court Administration bearing a notation of the invoice number and that payment is for Odyssey Bulk Records or Compiled Information.
3. The extracted data will be made available to the Requesting Party through an SFTP account accessing client specific folders at SFTP.IN.Gov.

C. Court Records Not Maintained in the Odyssey data repository.

Subject to specific permission from the Courts identified above that are not on the Odyssey Case Management System, the Division hereby grants to the Requesting Party restricted authorization to receive from such Courts the Court Records specifically identified above for the Requesting Party's own use in accordance with the terms and conditions of this Agreement.

Execution of this Agreement and approval of the Requesting Party's request by the Division does not create any mandatory obligation on the part of any Clerk of Court or Court to provide Court Records to the Requesting Party. Under Rule 9(F), the individual non-Odyssey Courts must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources and is consistent with the purposes of Rule 9. The Courts must determine on an individual basis whether to assess a charge for providing the Court Records may make the granting of the request contingent upon the Requesting Party paying an amount which the Court determines is the fair market value of the information.

3. Rights and Interests.

All rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not acquire any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Such rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.

The Requesting Party shall provide the Division with the names of all entities related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this section.

4. Ongoing Data Scrubbing and Update Requirements.

The status of a Court Record may change over time and the Requesting Party shall refresh all records with each new extract received so that cases sealed or restricted since the last extract will be accurately reflected in the database.

The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

5. Restrictions on Use of Data.

A. Compliance with Authorities.

The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

B. Resale of Data.

The Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided under this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case Record as part of a service provided by Requesting Party. The Requesting Party shall not make Bulk Distribution of the Court Records or reconfigure the Court Records for subsequent Bulk Distributions.

C. Policies for Dissemination of Data.

The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.

6. Bulk Transfer to Third Parties.

The Requesting Party is prohibited from making a Bulk Distribution of the data or the compiled information obtained through this agreement to another party.

7. Reporting Requirement.

With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3. However, the Requesting Party is not required to file with the Division a Form TCM-AR9(F)-3 for Court Records the Requesting Party receives from the Odyssey data repository.

8. Disclosure Requirements.

The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the

Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

The data or information provided is based on information obtained from Indiana Courts on _____ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court in question.

9. Audits.

The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

10. Disclaimer of Warranties.

The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records.

Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.

11. Limitation of Liability.

The Requesting Party acknowledges and accepts that the Court Records or Data are provided "as is" and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, authors, clients or other parties.

B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

12. Indemnification.

The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, customers, clients or any other parties.

13. Assignment.

The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

14. Termination and Renewal.

A. General.

Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. Renewal.

This agreement expires on **January 31, 20** 16, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 20** 16. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at <http://www.courts.in.gov/admin/2460.htm>.

C. Termination for Cause.

The Requesting Party shall be responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party and any such violation shall result in immediate termination of this agreement by the Division, at which time all Court Records and Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be returned to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.

D. Termination for Nonpayment.

The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

E. Termination in Event of Assignment.

The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

F. Termination in Event of Failure to Update.

The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

15. Attachments.

This Agreement incorporates by way of attachment the following:

- A.** A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as **Exhibit A**;
- B.** The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as **Exhibit B**;

C. The original Request provided to the Division from the Requesting Party as **Exhibit C**; and

D. The approval letter provided to the Requesting Party from the Division as **Exhibit D**.

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

16. Applicable Law.

This Agreement shall be interpreted and enforced in accordance with the law of the State of Indiana.


17. Effective Date.

This Agreement shall become effective and the terms herein shall become enforceable upon the date of execution of the last party.

18. Authority to Execute Agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties.

Indiana Supreme Court Division of State Court Administration

By:  _____

David J. Remondini
Chief Deputy Executive Director

Date: 9-29-14

Innovative Enterprises, Inc.

By:  _____

Printed: Brian L. Hays

Title: Director of Data Operations

Date: January 29, 2015

Exhibit A – www.knowthefacts.com

Exhibit B –

Legal Compliance.

CUSTOMER assumes full responsibility for determining the applicability of federal, state and/or local laws, ordinances, statutes and regulations which may apply at the time based upon CUSTOMER's intended use of the Product and for complying with the same prior to using or further disseminating any information based in whole or in part on the Product. This may include, by way of example, the federal Fair Credit Reporting Act ("FCRA"), however CUSTOMER's specific intended use of the Product may require compliance with other federal, state and/or local laws, ordinances, statutes and regulations.

CUSTOMER warrants and represents that it is knowledgeable in the jurisdiction(s) in which it operates as to the federal, state and/or local laws, ordinances, statutes and regulations which may apply to CUSTOMER's business and its use of the Product. CUSTOMER is strongly urged to seek the advice of legal counsel prior to entering into this Agreement to ensure that it meets the necessary legal requirements, and on a periodic basis thereafter to ensure that it continues to meet requirements as they may change from time to time.

Should CUSTOMER's intended use of the Product include use for permissible purposes regulated by the federal Fair Credit Reporting Act ("FCRA"), CUSTOMER hereby acknowledges and agrees that many factors, known only to CUSTOMER at the time the Product is procured from IEI, affect whether or not any or all of the individual record information contained within the Product is ultimately legally reportable to CUSTOMER's clients or users, said factors including but not limited to (i) the Permissible Purpose(s) for which the Product is being requested and used, (ii) exceptions granted by statute, including FCRA exceptions based upon the anticipated salary of the applicant in the case of screening for employment purposes, (iii) state-specific requirements depending upon the location of the applicant, CUSTOMER, and/or CUSTOMER's client, and (iv) other information known only to CUSTOMER and not known to IEI. **CUSTOMER acknowledges and agrees that CUSTOMER bears exclusive responsibility for determining reportability of information contained within the Product procured from IEI.**

Should CUSTOMER's intended use of the Product include Employment Screening, then CUSTOMER warrants and represents that it shall, prior to providing information obtained from the Product in whole or in part which may be used to make an adverse decision with respect to an individual consumer, either (i) comply with §613(a)(1) of the FCRA by providing notification to the consumer of the fact that public record information is being reported, together with the name and address of the entity to whom the information is being reported; or (ii) comply with §613(a)(2) of the FCRA by maintaining strict procedures to verify that the information is complete and up-to-date by verifying the current public record status of the information.

Security

CUSTOMER acknowledges that the Product may contain Personally Identifiable Information ("PII") as defined by various state and federal statutes, and that CUSTOMER has an affirmative duty and obligation to keep all such information secure. To facilitate this, CUSTOMER shall limit access to the Product obtained from IEI to only those employees who have a need to know as a part of their official duties with CUSTOMER. CUSTOMER shall immediately notify IEI to deactivate the login credentials of any of CUSTOMER's employees who have been terminated or who no longer have a need to know. CUSTOMER shall ensure that its users keep their login credentials secure and that individual login credentials are assigned to and known by no more than one employee. CUSTOMER shall take commercially reasonable measures to prevent unauthorized physical or electronic access to Product obtained from IEI, or data derived therefrom, by any unauthorized persons or entities. Client shall employ data destruction procedures to protect the security and confidentiality of all information obtained from IEI which, at a minimum, meet or exceed the standards set in the NAPBS Data Security and Privacy Guidelines as posted at <http://www.napbs.com>.

CUSTOMER agrees to require that its clients submit to CUSTOMER an application, service contract or similar document including terms substantially similar to those provided in this Agreement and any other of CUSTOMER's agreements for services with IEI and to have reasonable procedures in place to verify that its clients, prior to being granted access to information obtained from the Product, (i) are a legitimate business entity in good standing; and (ii) have a lawful and appropriate purpose for use of the Product.

CUSTOMER shall maintain on file for each of its clients during the term of this Agreement (i) a signed application, service contract or similar document; and (ii) evidence of appropriate verification of each client by receipt and review of appropriate business documents. IEI may, upon reasonable notice, audit CUSTOMER's files regarding its clients but only as they relate to access to the Product. CUSTOMER agrees to cooperate fully with audits as may be necessary by IEI to ensure ongoing compliance with this Agreement.

Request for Bulk Data/Compiled Information

REQUEST FOR RELEASE OF BULK DATA/COMPILED INFORMATION (NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of State Court Administration:

Requestor submits this request under Administrative Rule 9(F)(3) for release of bulk data/compiled information not excluded from public access by Administrative Rule 9(G) or (H):

I. Identity of Requestor: Innovative Enterprises, Inc.

Address:

11824 Fishing Point Drive
Suite B
Newport News, VA 23606

Contact: Brian Hays

Contact's Title: Director of Data Operations

Telephone: 757-263-4319

E-Mail: brian@knowthefacts.com

II. List all known business entity names related to Requesting Party that will participate in the use and dissemination of the data provided: www.knowthefacts.com

III. Identification of bulk data/compiled Information sought (specify and describe the records sought and the compiler or location):

Felonies, Misdemeanors and Traffic cases from all counties reporting to the IN Administrator of Courts. Defendant Name, Date of Birth, Address, Physical Description, Case #, Agency, Charge, Severity/Grading, Offense Date, Arrest Date, Filing Date, Disposition Date, Disposition, Sentence Imposed, and any other data fields regularly provided to commercial requestors for a period of time covering the previous 7 years or a full history extract if available.

IV. Identification of Court(s) exercising jurisdiction over the records (list the courts):

V. Purpose for Request: What is the purpose of the request and how is release of the requested data consistent with the purposes of Administrative Rule 9 (set forth reason)?

Investigative Services, Investigative Research, and resale to authorized third parties for Investigative Services and Research.

VI. Attach a copy of each permission from a Court to obtain bulk distribution of data or compiled information that has already been issued.

VII. Attach a copy of each Agreement Requestor has entered into with each County or Court listed in Section III to provide public access services or to obtain bulk distribution of data or compiled information.

VIII. Attach a sample copy of all Requesting Party's company policies/user agreement provided to the Requesting Party's subscribers, customers, clients, or other party that govern the use of the data.

IX. Identify the frequency with which bulk data and compiled information is being requested to be transferred to Requestor by each Court listed in Section III.

Every 30 days would suffice, but weekly updates would be preferred.

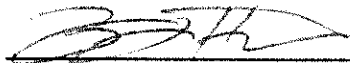
X. Describe the resources available to prepare the information.

Data Quality Assurance person to review the files and Data Integration Analyst to load data into database table(s).
Quality Assurance procedures to ensure the accuracy and compliance of the data provided by source and any supporting documentation or resources. Full review procedures in-place before any information is provided to customers.

XI. Describe how fulfilling the request is an appropriate use of public resources.

XII. Requestor is (is not) willing to pay an amount determined to be the fair market value of the information. If not, why? YES

By signing this request, I represent that I am authorized to do so on behalf of Requestor.



Signature

Brian L. Hays

Printed Name

Director of Data Operations

Title

8/19/14

Date

SUPREME COURT

DIVISION OF STATE COURT ADMINISTRATION

LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR
DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR

OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

September 30, 2014

Mr. Brian Hayes
Innovative Enterprises Inc.
11824 Fishing Pointe Drive, Suite B
Newport News, VA 23606

Re: Bulk Data Request

Dear Mr. Hayes

I write in response to your request for bulk and/or compiled data from Indiana courts. Specifically you have requested all Compiled Information from all Indiana courts, Extract beginning with 2007 of felony, misdemeanor and traffic case files from all Indiana courts as of January 21, 2014 and ongoing weekly or monthly extracts thereafter with regard to defendant name, date of birth, address, physical description, case number, agency, charges, severity grading, offense date, filing date, disposition date, disposition, sentence imposed plus any other data regularly provided to commercial requesters.

As you are aware, Administrative Rule 9(F) provides as a condition precedent to seeking bulk distribution or compiled information from any Indiana court, you must submit the request for such data to the Executive Director of the Indiana Supreme Court Division of State Court Administration (the "Division"). This rule and the comments that follow provide that a request for bulk distribution or compiled information may be granted upon determination that the information sought is consistent with the purposes of this rule, that resources are available to prepare the information and that fulfilling the request is an appropriate use of public resources. The grant of such request may be made contingent upon the requester paying an amount, which the court determines is the fair market value of the information.

The Chief Deputy Executive Director, David Remondini, has approved your request and seeks your signature on the attached User Agreement. The agreement incorporates the Indiana Supreme Court's general policies regarding the use and resale of bulk and/or compiled court data. Mr. Remondini has already signed the agreement in anticipation of your signature. Please sign and return the agreement to us. We do need your original signature. We also need a list of all business entity names related to your company and all company policies provided to its subscribers/customers/clients. These will be attached and incorporated into the User Agreements.

You have requested data from some Indiana Counties that do not use the statewide case management system. Our office only has access to court records from counties using the statewide case management system (the "Odyssey" system). Since we do not have access to those counties using other case management systems, Administrative Rule 9(F)(2) provides that the Executive Director may forward the request to courts exercising jurisdictions over the records. We will be forwarding a copy of your request to the presiding judge with a copy to the clerk of court notifying them of the Division's approval of your request. The comments to Administrative Rule 9(F)(2) authorizes courts, in their discretion, to provide access to bulk and compiled data; it does not require that such information be made available. Permitting bulk distribution or compiled information should not be authorized if providing the data will interfere with the normal operations of the court.

Once you have executed the attached User Agreement and returned the agreement to us, copies of the Division's approval of your request and the User Agreement will be forwarded to all counties not using the Odyssey system. You will need to contact the clerks from the non-Odyssey counties to seek approval of your request. The Judicial Automation and Technology Committee (JTAC) will provide records from the Odyssey system but you need to contact them to initiate the process. You can contact JTAC by calling its Director, Mary DePrez, at 317-233-9926 or her assistant, Mary Kronoshek at 317-234-2710.

Feel free to contact me at richard.payne@courts.IN.gov or (317) 234-5398 if you have questions.

Sincerely,



Richard T. Payne
Staff Attorney, Trial Court Management
Division of State Court Administration

Enclosures: User Agreement for Bulk Distribution of Data/Compiled Information Not Excluded From Public Access